



Southwestern Electric Power Company

P. O. BOX 21106 - SHREVEPORT, LOUISIANA 71156

RECORDATION NO. 10776-4-300A038
File 1425

OCT 26 1984

OCT 26 1984 -10 05 AM

October 19 1984

INTERSTATE COMMERCE COMMISSION

Date

Fee \$ 10.00

ICC Washington, D. C.

Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Mildred Lee, Room 2303

Re: Supplemental Filing under 49 U.S.C. §11303

Gentlemen:

The purpose of this letter is to amend the following filings made pursuant to 49 U.S.C. §11303 to reflect the substitution of 12 one hundred-ton steel gondola cars for 12 original units which sustained casualty occurrences.

The original recordation information and the car numbers of the units suffering a casualty occurrence and the replacement cars are as follows:

Document Description

Recordation Number

CONDITIONAL SALE AGREEMENT
dated as of July 1, 1979
among Thrall Car Manufacturing
Company, Cason, Car Corporation
and Southwestern
Electric Power Company

No. 10776, filed on
August 30, 1979

AGREEMENT AND ASSIGNMENT
dated as of July 1, 1979
between Thrall Car Manufacturing
Company and Mercantile-Safe
Deposit and Trust Company,
as Agent

No. 10776, filed on
August 30, 1979

ICC OFFICE OF
THE SECRETARY
OCT 26 9 53 AM '84
MOTOR OPERATING UNIT

Cheryl Lynn Scott

Car numbers of the destroyed cars:

SEPX 108855	SEPX 111121
SEPX 108979	SEPX 111287
SEPX 109355	SEPX 111538
SEPX 110027	SEPX 111864
SEPX 110108	SEPX 111937
SEPX 110671	SEPX 112020

Under the provisions of the above described Conditional Sale Agreement and pursuant to the Supplemental Agreement, dated October 19, 1984, between Southwestern Electric Power Company and Mercantile Safe Deposit and Trust Company, as Agent (the "Supplemental Agreement"), the following 12 units have been substituted for the 12 units which were destroyed and represent Replacement Units:

SEPX 116343	SEPX 116301
SEPX 116289	SEPX 116262
SEPX 116351	SEPX 116319
SEPX 116297	SEPX 116246
SEPX 116271	SEPX 116254
SEPX 116335	SEPX 116327

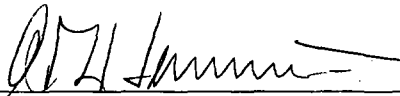
Enclosed are three copies of the Supplemental Agreement and a check in the amount of \$10.00 in payment of the applicable recording fee.

Please return one copy of this letter to our messenger, including a copy of the enclosed Supplemental Agreement bearing appropriate recordation data with respect to this supplemental filing.

Very truly yours,

SOUTHWESTERN ELECTRIC POWER COMPANY

By

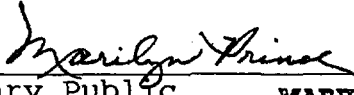

A. G. Hammett, III, Treasurer

STATE OF LOUISIANA)

PARISH OF CADDO)

SS.:

On this 19th day of October 1984, before me, personally appeared A. G. HAMMETT, III, to me personally known, who being by me duly sworn, says that he is the Treasurer of SOUTHWESTERN ELECTRIC POWER COMPANY that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public **MARILYN PRINCE**
NOTARY PUBLIC, Caddo Parish, Louisiana
My Commission is for Life

[Notarial Seal]

OCT 26 1984 - 10 15 AM

SUPPLEMENTAL AGREEMENT

INTERSTATE COMMERCE COMMISSION

This SUPPLEMENTAL AGREEMENT, dated as of October 19, 1984 (the "Supplement"), between Southwestern Electric Power Company, a Delaware corporation (hereinafter called the "Company") and Mercantile-Safe Deposit and Trust Company, the assignee (the "Assignee") of the Conditional Sale Agreement (the "Conditional Sale Agreement") dated as of July 1, 1979, among Thrall Car Manufacturing Company (the "Vendor"), Cason Car Corporation and the Company, under the Agreement and Assignment, dated as of July 1, 1979 between Vendor and Assignee.

WHEREAS, the Company has entered into the Conditional Sale Agreement with Vendor and Vendee, and Vendor has assigned all its interest therein to Assignee;

NOW, THEREFORE, pursuant to the terms of the Conditional Sale Agreement, the parties hereto agree as follows:

The Company has suffered Casualty Occurrences (as such term is, and all other capitalized terms used herein are, defined in the Conditional Sale Agreement) to twelve units of the Equipment, all of which have been reported and replaced in accordance with Article 7 of the Conditional Sale Agreement, all as more particularly set forth in the Operating Officer's Certificate of even date herewith and the Bill of Sale of even date herewith a copy of which is attached as Exhibit A. All such Replacement Units are hereby expressly made a part of the Equipment covered by, and brought under and made subject to, all the terms and conditions of the Conditional Sale Agreement.

[Seal]

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Assignee

Attest

by [Signature]
Corporate Trust Officer

by [Signature]
Vice President

SOUTHWESTERN ELECTRIC POWER COMPANY

[Seal]

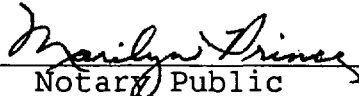
Attest

by [Signature]
Secretary

by [Signature]
Treasurer

STATE OF LOUISIANA,)
) SS.:
PARISH OF CADDO,)

On this 19th day of October, 1984, before me, personally appeared A.G. HAMMETT, III, to me personally known, who being by me duly sworn, says that he is the Treasurer of SOUTHWESTERN ELECTRIC POWER COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public
MARILYN PRINCE
NOTARY PUBLIC, Caddo Parish, Louisiana
My Commission is for Life

[Notarial Seal]

STATE OF MARYLAND,)
)
CITY OF BALTIMORE)

ss.:

On this 23rd day of October, 1984, before me,
personally appeared R. E. Schreiber, to me personally
known, who being by me duly sworn, says that he is Vice President
of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the
seals affixed to the foregoing instrument is the corporate seal
of said corporation, that said instrument was signed and sealed
on behalf of said corporation by authority of its Board of
Directors and he acknowledged that the execution of the foregoing
instrument was the free act and deed of said corporation.



Notary Public

[Notarial Seal]

My commission expires July 1, 1984


BILL OF SALE

SOUTHWESTERN ELECTRIC POWER COMPANY (the "Company"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid, the receipt of which is hereby acknowledged, does hereby transfer to MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (the "Assignee"), under the Conditional Sale Agreement as defined below, title to the units of railroad equipment described in Schedule A hereto (the "Replacement Units") and all rights which the Company has or may have against the manufacturer of the Replacement Units to provide warranty repairs or other user support with respect to the Replacement Units.

The Company hereby warrants to the Assignee that the Company has legal title to the Replacement Units and good and lawful right to sell the Replacement Units, and that the Replacement Units are free of all claims, liens, security interests and other encumbrances of any nature except for (i) any liens permitted by the second paragraph of Article 13 of the Conditional Sale Agreement, dated as of July 1, 1979 (the "Conditional Sale Agreement"), among Thrall Car Manufacturing Company, Cason Car Corporation and the Company, and (ii) the rights of the Company under the conditional Sale Agreement.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed as of the 19th day of October, 1984.

SOUTHWESTERN ELECTRIC POWER COMPANY

By 
A. G. Hammett, III
Treasurer

SCHEDULE A
DESCRIPTION OF EQUIPMENT

<u>TYPE</u>	<u>QUANTITY</u>	<u>CAR NUMBERS</u>
100-ton (4,000 cu. ft.)	12	SEPX 116343
High-side steel gondola		SEPX 116289
Cars with swivel couplers.		SEPX 116351
		SEPX 116297
		SEPX 116271
		SEPX 116335
		SEPX 116301
		SEPX 116262
		SEPX 116319
		SEPX 116246
		SEPX 116254
		SEPX 116327

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